



**AMENDED AGENDA  
ENFIELD TOWN COUNCIL  
SPECIAL MEETING**

**Monday, April 13, 2009  
6 p.m. – Enfield Room**

- 1. Roll Call**
- 2. Discussion/Resolution:** Memorandum of Understanding for Self-Insurance.
- 3. Discussion:** Stimulus Rebate for Purchase of New Diesel Trucks.
- 4. Budget Discussion**
  - a. Information Technology
  - b. Development Services
- 5. Executive Session**
  - a. Personnel Matters
  - b. Pending Litigation
  - c. Real Estate Negotiations
- 5. Adjournment**

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE ESTABLISHMENT AND OPERATION OF THE ENFIELD MEDICAL**  
**INSURANCE FUND (EMIF), A SELF FUNDED HEALTH INSURANCE PROGRAM FOR**  
**THE BENEFIT OF ENFIELD BOARD OF EDUCATION**  
**AND THE TOWN OF ENFIELD**

This Memorandum of Understanding ("MOU") is made and entered into as of March \_\_, 2009 by and between the Town of Enfield ("Town"), a municipal corporation located in the Town of Enfield, County of Hartford and State of Connecticut and The Enfield Board of Education ("BOE") with offices at 27 Shaker Road, Enfield, Connecticut.

This MOU is proposed for establishment and operation of the Enfield Medical Insurance Fund.

1. Effective July 1, 2009, ***and continuing through June 30, 2019***, the Enfield Medical Insurance Fund shall be created by the Town for the purchase of insurance services, payment of administrative costs and claims, and the accumulation of reserves for future costs in these areas, including health needs of the Town's and the BOE's employees and their dependents. ***This Agreement shall be automatically renewed for successive terms of ten (10) years unless either party notifies the other of its intent to terminate this Agreement at least one hundred and eighty (180) days prior to the scheduled termination date.***
2. The Town and the BOE shall ***annually*** contribute funds from their respective annual appropriations, ***in an amount not less than*** the necessary premiums to cover the costs of operation for EMIF and necessary reserves to maintain the fiscal health of the EMIF and minimize potential financial risks. Said premiums shall be prepared by the EMIF's benefit consultant and third party administrator and submitted to the Town and BOE annually prior to March 1. ***The BOE shall include said amount in its annual budget, and shall authorize the transfer of funds to the EMIF on or before [INSERT DATE] of each year. Each year's premiums will be based upon a underwriting procedure that will look at the plan in aggregate not at the Town and BOE individually. This underwriting methodology will allow for premiums to be established based upon the aggregate performance and experience of the plan.***
3. The EMIF shall include allocations in amounts adequate to meet its purpose. The EMIF shall not be reduced or used for purposes other than those provided for in section 1 herein
4. ***As of the effective date of this MOU, the Town Council shall fund 125% of the projected cost of anticipated claims in the amount of \_\_\_\_\_ which amount shall be reserved for the life of the EMIF. This reserve shall be funded by the Town's existing "self-insurance fund."***
5. ***Within the first fiscal year of the establishment of the EMIF, but no later than June 30, 2010, the Town Council and the BOE shall fully fund a "run out costs" reserve, to be used exclusively for that purpose.***
6. Monthly, the Town Manager, the Finance Director, the School Superintendent, and the School Business Manager shall meet and discuss any issues related to the EMIF and its operations.

48 7. The Finance Director, under the general direction of the Town Manager, subject only to  
49 limitations imposed by the Connecticut General Statutes and the Town Charter relating to  
50 the Treasurer and Town Attorney, shall be responsible for administration of the EMIF.  
51

52 8. *In the event that during a fiscal year period the claims, and all costs related*  
53 *thereto, of the BOE employees exceed the funds contributed by the BOE*  
54 *for such period, the Town Council shall not seek from the BOE any*  
55 *additional funds.*  
56

57 9. *Together the individuals identified in section 2 herein shall, before the*  
58 *effective date of this MOU, develop a "Claims Appeal Process" which shall*  
59 *be submitted to the Town and the BOE for review and approval.*

60 10. Should the Town and the BOE mutually decide to discontinue the EMIF, any reserve left  
61 in the Fund after payment of all claims, run-out costs, and other associated costs, shall  
62 revert back in proportionate share to the respective benefit of the Town and the BOE.  
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66  
67 By: The Town of Enfield  
68 Matthew W. Coppler  
69 Town Manager  
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By: The Enfield Board of Education  
John Gallacher  
Superintendent of Schools

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75 *Revised: 03-24-09*  
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**ENFIELD TOWN COUNCIL**  
**RESOLUTION No. \_\_\_\_\_**

**RESOLUTION ADOPTING AND AUTHORIZING THE TOWN MANAGER TO  
SIGN THE MEMORANDUM OF UNDERSTANDING TO CREATE A SELF-  
INSURED HEALTH PLAN WITH THE BOARD OF EDUCATION**

**WHEREAS**, the Town and the Board of Education wish to create a joint self-insured health plan; and

**WHEREAS**, this self-insured health plan will save the Town and the Board money over a fully-insured plan.

**NOW THEREFORE, BE IT RESOLVED**, that the Enfield Town Council does hereby adopt the Memorandum of Understanding to create a self-insured health plan with the Board of Education, herein attached as Item A, between the Town of Enfield and the Enfield Public Schools and authorizes the Town Manager to execute the necessary documents to implement the transfer.

Date Prepared:                      April 6, 2009  
Prepared by:                      Town Manager's Office

# ***Town of Enfield***

## ***Public Works Administration***

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### **M E M O R A N D U M**

**To:** Matthew Coppler, Town Manager

**From:** Piya Hawkes, Director Public Works

**Date:** April 9, 2009

**Subject:** Diesel Exhaust Reduction Act (DERA)

It was recently brought to my attention that the Town has the opportunity to apply for grant under the Diesel Exhaust Reduction Act of 2009 through the AutoCar Truck Company. The grant, if awarded, will cover 25% of the total costs of the two new refuse trucks that have recently been ordered for an approximate cost savings of \$125,000. The grant application deadline is April 20, 2009. In order to be considered for this grant, a signed Non-Binding Letter along with the customer informational form needs to be submitted to the AutoCar Truck Company.

Attached for your information and review are the Non-binding Letter of Intent; an informational sheet on the Diesel Exhaust Reduction Act and the blank customer informational form. The customer informational form is presently being completed by my staff and will be forwarded to you early next week.

Please note this application process represents an intent, not a commitment by the Town. Once a grant has been awarded, the Town will then be asked to sign a Grant Contract should we elect to utilize the funds. At that point in time a resolution will be prepared for the Town Councils consideration to enter into an agreement with AutoCar Truck Company.

If you have any questions or comments regarding this matter please do not hesitate to give me a call.

Attachments

**Cc:** Daniel Vindigni – Assistant Town Manager  
Geoff McAlmond – Deputy Dir. PW  
File/Adm

This \_\_\_\_\_ Day of \_\_\_\_\_, 2009

The Town of Enfield, Connecticut is pleased to submit this Letter of Intent to Autocar, LLC (Autocar) in support of partnering with Autocar to apply for funding from the US EPA Diesel Emissions Reduction Act (DERA).

The goal of the partnership between The Town of Enfield and Autocar is to obtain grant funds which will be used to partially offset the cost differential between a new hybrid diesel/liquefied natural gas/2007 emissions diesel (circle one) truck and a comparable, old, low-cab-forward, diesel truck, covering up to 25 percent of the new vehicle purchase price.

It is the intent of Town of Enfield to purchase two new 2007 emissions diesel trucks and to retire a comparable older trucks for each new purchase completed, provided the grant is approved and provided the amount of funds offered by the EPA, in combination with budgeted vehicle replacement funds, is deemed sufficient by Town of Enfield to complete the purchase. For each truck purchase The Town of Enfield will comply with applicable competitive bid procedures required under state and federal law.

Authorized Representative: Matthew W. Coppler

Title: Town Manager

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **Diesel Exhaust Reduction Act (DERA) Information Sheet**

### **Important Dates:**

**April 20<sup>th</sup>** - Application deadline – all applications must be submitted to Autocar  
**May** - EPA will review applications  
**June/ July** - Grants awarded  
**Sept/ Oct** - Utilization of grant money

### **What is the Diesel Emission Reduction Act (DERA)?**

On February 17<sup>th</sup>, 2009, the American Recovery and Reinvestment Act (ARRA) was signed. This bill provides for \$300 million to be made available in 2009 under the Diesel Emission Reduction Act (DERA). The goal of the 2009 DERA program is to create and preserve jobs, promote economic recovery, and to reduce overall diesel emissions. These funds will be awarded for qualified projects through a grant process. Grants are to be submitted through non-profit organizations (NPOs) that have jurisdiction over air quality projects designed to reduce diesel emission. Autocar has employed the services of a grant writer to assist our customers in this process.

### **What projects are available?**

The replacement of older, higher emissions equipment with new, clean diesel, hybrid, or alternative fuel-powered equipment, and approved retrofit technologies that result in reduction of emissions, idle time, and/or fuel consumption, such as DPF retrofits or APU installations.

### **How much assistance is available?**

Grants are available that will cover 25% of the total cost of the replacement vehicle. Bodies are to be included in replacement costs. For retrofit technologies, grants will cover 100% of the installed technology.

### **Can you still receive Federal Tax Credits?**

Autocar Xpeditors with natural gas engines are still eligible for Federal Tax Credits; further reducing the vehicles' net cost.

### **Who can apply?**

Anyone with aged equipment that will experience a measurable reduction in emissions as a result of vehicle replacement or approved retrofit technologies may apply.

### **Will some applications be preferred by the EPA?**

Applications will be reviewed and the net impact the application has on the environment will ultimately determine the likelihood that an application will be awarded a grant. Areas of poor air quality (non-attainment areas) and high population density will receive more consideration. Replacement of extremely aged vehicles will have large decreases in overall

emissions and will be favored. Hybrid and alternative fuel driven vehicles will also be preferred due to their reduced emissions profile.

**What are the rules regarding replacement vehicles?**

Replacement vehicles must perform the same function as the unit replaced. The GVW and engine power must be equivalent. Normal trade cycle units are not eligible. Fleet expansion is not to be funded by this program.

**What is done with the replaced unit?**

Engines must be scrapped, sent to OEM for remanufacturing, or have a hole bored into the engine block. Whichever method one chooses, documentation must be provided. Units may then be scrapped or used for spare parts.

**What does Autocar need to submit an application on your behalf?**

Only two forms need to be submitted to start the application process. These forms are available from your regional sales manager. The customer must complete the Non-Binding Letter of Intent and submit with the Customer Information form. Customers are encouraged to submit the Letter of Intent on their company's letterhead. It is important that all items are filled out completely. Thoroughness in the application process will increase one's chances of receiving grants. Once the forms have been completed, please forward them to your regional sales manager.

**Does an application equate to a commitment?**

The application process represents an intent, not a commitment. After the grants have been awarded, the customer/prospect will then be asked to sign a Grant Contract should they elect to utilize the funds. A Notice to Proceed will then be issued.

**Are the DERA funds taxable?**

If the customer/prospect pays taxes, DERA funds will be considered taxable income and a subsequent 1099 will be issued.

***Your efforts will be instrumental in the success of this program.***

If you have more questions or need further information, contact your Autocar Regional Sales Manager.



# Autocar DERA Grant Submission Data Form-NEW TRUCK

**Dear Truck Owner:** The data below is needed for the grant application to the Environmental Protection Agency for financial assistance to purchase new trucks. If awarded, the grant will pay 25% of the total vehicle cost. Fleets from any state are eligible to apply. For fleets in California and Oregon, additional state subsidies may be available. This grant requires the applicant to scrap an existing diesel vehicle. There is a very tight timeline to be part of the grant application. The **DEADLINE FOR SUBMITTING THE TABLE BELOW IS APRIL 20, 2009**. Please email this completed list to your regional sales manager.

[illegible]



